

EXHIBIT A

Agreement

Between

RTA TRANSIT SERVICES, INC.

BUS DIVISION - CITY TRANSIT

**BUS DIVISION - COMMUNITY TRANSIT
VAN DIVISION**

and

WORCESTER LOCAL 22

of the

AMALGAMATED TRANSIT UNION

PERIOD OF AGREEMENT

From July 1, 2010 to June 30, 2012



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AGREEMENT

PREAMBLE

Agreement entered into as of the first day of July 2010, by and between RTA Transit Services, Inc., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts and hereinafter call the "Company", party of the first part, and Local 22, Amalgamated Transit Union, said Local having its principal office in the City of Worcester in the said Commonwealth and all persons now or hereinafter employed by the Company within the bargaining unit herein below defined hereinafter referred to as the "Union", party of the second part.

WITNESSETH

That the purpose and intent of this agreement is to provide a working understanding between the Union and the Company, each through its duly accredited officers, to provide as satisfactory services to the public as possible, to provide (as) good working conditions (for the employees as possible), and to properly protect the interests of the Company and to insure efficiency in the operations of the buses of the Company and promote friendly and respectful relations during the term of this agreement between the Company and its employees, both parties hereunto mutually agree:

All employees of the Company who are or may hereafter become members of the Union, shall strictly observe all operating rules and regulations of the Company and all special orders of the Company and its officials.

It is agreed that all employees of the Company will exert every effort to improve the efficiency of the public transportation system in the Worcester area. No employee in any department will participate in any other activity or employment which will in any way deter the employee from this objective.

During the continuance of the agreement, there shall be no lockouts, interruptions to, or cessation of work, or slow downs or strikes of any kind.

This agreement shall be binding on both parties hereto and remain in full force for the period beginning July 1, 2010, and ending June 30, 2012, and thereafter from year to year, unless either party, at least sixty (60) days prior to the 30th of June 2012, or the 30th day of June in any subsequent year, shall notify the other of its desire of change or changes to be made for the succeeding year. If, after forty-five (45) days following such notification or fifteen (15) days prior to the termination date, the parties agree they cannot come to an agreement before termination of the Contract, they shall refer the matter to State or Federal Mediation.

If, during the term of this agreement, the Company shall be consolidated or merged, in any way, with any other street railway or bus company, then and thereafter this agreement shall be binding during the remainder of its term upon all parts of the merged or consolidated system which, at the time of the merger or consolidation, formed any part of the system owned or operated by said RTA Transit Services, Inc. The same terms shall apply in the event the Company is sold.

IN WITNESS WHEREOF said RTA Transit Services, Inc. caused these presents to be signed in duplicate, in its name and behalf by its General Manager and said Local No. 22 of said Union has caused these presents to be signed, in its name and behalf by its President and Business Agent, all hereunto duly authorized by a vote of the members of said Local as of the day and year first above written.

Amalgamated Transit Union
Local No. 22

Christopher W. Bruce
Christopher W. Bruce, Business Agent

Kenneth K. Kephart Jr.
Kenneth K. Kephart Jr., President

Laura R. Perna
Laura R. Perna, Recording Secretary

RTA Transit Services, Inc.

John F. Carney
John F. Carney, General Manager

John Farley
John Farley, Assistant General Manager

Donna Novelli
Donna Novelli, Director of Risk
Management & Administrative Services

Date: 2-4-11 Date: 2-4-11

I. GENERAL

All Divisions

- A. Management Rights: Any rights not specifically modified by the contract shall be retained by the Company.
- B. The Company recognizes the Amalgamated Transit Union, Local 22, as the exclusive bargaining agent in respect to rates of pay, wages, hours and other terms and conditions of employment of all employees, in the transportation, maintenance, and clerical division of the company, but excluding all employees regularly employed in a confidential capacity, executives, Supervisors of Schedules, General Foreman, Operations Supervisor, and all other employees with the authority to hire, promote, discharge, or discipline employees or effectively recommend such action.
- C. The Company agrees that it will meet and treat with the properly accredited officers and committees of the Union respecting all matters affecting the relations of the employees within the above described unit with the Company, provided, however, such matters as do not affect all employees in the same class of employment shall first be taken up with the head of the department of such employee or employees. If the disposition of the matter by such department head is not satisfactory, the matter may then be taken up by the Union in accordance with the procedure in Section II.

The Company agrees to compensate designated Union officials for all mutually agreed meetings with the Company, for attendance at grievance hearings/meetings and for attendance at Union sponsored meetings, by paying their regular wages for the time devoted to such meetings/hearings. The Union will fully reimburse the Company for the officials' time spent at Union sponsored meetings.

- D. All employees within the scope of this agreement shall become and remain members in good standing of the Union as a condition of continued employment by the Company, and new employees shall after successfully meeting all employment and training requirements become and remain members in good standing of the Union as a condition of continued employment. In the event the employment training requirements are extended beyond forty five (45) work days following the beginning of employment, the company agrees to reimburse the Union for lost dues in the event that the employee is hired.
- E. Bargaining unit employees shall be required to complete a probationary period of forty-five (45) work days unless extended in accordance with D. above.
- F. When an employee who is a member of the Union is appointed to a non-bargaining unit position as provided in subsection I, B. above within the Company, such employee may retain membership in the Union for ninety (90) days.

G. If any member of the Union employed by the Company neglects or refuses to pay to the Union any dues or assessments which, during his or her membership, have become a liability from him or her to the Union prior to his or her written notice to the Secretary of Local 22 of the Union of his or her desire and intention to discontinue his or her membership therein, the Company, after its determination of the justice of the claims of the Union in the case, will discharge such employee from its service, or suspend the employee until all such sums have been paid.

H. The Company shall not be required to dismiss or suspend any employee if, to do so, would constitute a violation of the law.

I. It shall be the Company's policy not to permit employees not covered under the bargaining agreement to do bargaining unit work, except in an emergency, by agreement of the Union, or by way of assistance upon request or instruction.

J. The Company will provide lockers for employees who desire them, in the Transportation Department and in the Mechanical Department.

K. All regular employees of the Company and their spouses/significant others, all pensioned employees and their spouses/significant others, and the spouses/significant others of all deceased employees will be furnished free transportation for their own use over all lines of this Company. Passes will be allowed for immediate family members who reside at the employee's residence. A limit of two (2) passes per household shall be allowed.

L. When the senior employee has been passed by the Starter, TC or the Foreman in their respective departments for work on his or her day off or extra work, such employee shall be compensated for the time lost, equivalent to the amount of hours paid to the employee who was assigned the work.

M. Any wage or cost-of-living adjustment increase shall be paid beginning the last Saturday of the previous month if the first of the month falls between Sunday - Wednesday and the first Saturday of the new month if the first of the month falls on Thursday or Friday.

N. If the first of the month is on a Sunday, Monday, Tuesday or Wednesday, then the increase will go into effect on the last Saturday preceding the new month. If the first of the month is on a Thursday or Friday, then the increase will go into effect on the Saturday after the first of the month.

O. The Company agrees to fly the ATU banner at the Grove Street facility. The Union will be responsible for the maintenance of the ATU banner.

P. For the purpose of this Agreement, business day shall include and be limited to

Monday through Friday, excluding observed legal holidays as specified within this Agreement.

P The Company agrees to provide a check-off system of payroll deductions regarding Dues, Fines and Assessments, COPE and Credit Union.

Q. Each employee will be furnished with a copy of his or her pay stub, including total hours worked, total hours paid, gross wages, gross wages year to date, all weekly deductions showing any balances and hourly rates of pay.

R. The Company and Union agree that there will be no discrimination by the Company and Union against any employee because of his or her membership in the Union or because of any employee's lawful activity in support of the Union.

The Company and Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, religion, sex, sexual preference, age, national origin or handicap status, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment because of race, color, religion, sex, sexual preference, age, national origin or handicap status.

No provision of this Agreement shall apply to the extent that it may be prohibited under Federal or applicable State Law.

If there is a dispute as to whether a particular Federal or State Law applies to the parties and to this Agreement, the parties shall attempt to first resolve the dispute between themselves. If unsuccessful, the parties agree to submit the dispute to mediation, without prejudice to the parties' rights to judicial relief.

S. Both parties agree that if a dispute arises under this agreement that mediation will be viewed as an acceptable prelude to arbitration. This option is voluntary for both parties. The decision to enter into mediation will cause the time lines under the grievance/arbitration clause to be stayed. The agreement to mediate must be in writing, and signed by both parties.

T. The Union shall be allowed to present one hour of orientation regarding the collective bargaining agreement and other related Union matters during a new employee's training period.

U. The Company will offer, to City Transit employees, opportunities to fill Community Division assignments in an emergency basis. Should a City Transit employee accept such assignment, the City rate at time and one half (1 1/2) of pay will prevail.

V. Employees transferring from Community Division or Van Division to City

Division shall be credited for one half (1/2) of the time served in the Community or Van Division towards wages and benefits in the City Division. This paragraph does not apply to seniority or towards job postings.

W. It is agreed that the vans used by the Company purchased under the federal capital grant program can be intermixed with vans purchased under the Commonwealth E.I. or D.M.R. program at the discretion of the Company.

X. It is understood and agreed by the Company, Amalgamated Transit Union, and all officers, officials and employees of both organizations that the Worcester Regional Transit Authority may subcontract any or all of the Company paratransit, E.I. and D.M.R. services upon completion of the contract between the WRTA and the Company or, in the event of the failure of the Company to deliver the services as outlined in the contract, prior to the expiration of the contract.

During the period July 1, 1999 to and including June 30, 2004, the Union and the Company agree that the following phase from paragraph 1, X shall not be operative: ...or, in the event of the failure of the Company to deliver the service as outlined in the contract, prior to the expiration of the contract.

Y. The contract between the Company and the Amalgamated Transit Union is co-terminus with the contract between the Company and the Worcester Regional Transit Authority.

Z. In the event of a strike by members of the Amalgamated Transit Union against RTA Transit Services, Inc., Bus Division, City Transit, it is agreed that the specialized services (Special Transit, E.I. and D.M.R.) operated by the Company will not be impaired.

AA. The Company will not force City Transit Bus Division employees to work Van Division paratransit, E.I. or D.M.R. work. The Company will offer, to the City Transit Bus Division employees, opportunities to fill assignments in an emergency basis. Should a City Transit Bus Division employee accept such assignment, the (Van Division) City Transit Bus Division rate of pay will prevail.

BB. Vehicles operated by the Company may, at the request of the WRTA, be sub-leased to outside organizations without a driver, provided that such lease does not result in a reduction of Van Division existing work.

CC. Contract must be signed, printed and distributed to all members within two (2) months from date of ratification of agreement.

DD. Seniority begins on the first day of hire. If a new hire is properly licensed and another is not, he/she will have Seniority over the other. Employees who are

parties that this language is specific to this paragraph only and may not be used in any other parts of the agreement without a separate agreement between parties.

C. There shall be a Safety Committee consisting of a combination of Union and/or management personnel, but the final determination of preventability will be made by the General Manager.

D. In the event of an employee severing his or her connection with the Company, and desiring the same, the employee shall be given a certificate of service, upon request, and a recommendation, when the employee's record permits.

E. Any member of the Union who is suspended or discharged from the service of the Company, and after investigation is found not guilty of the charge on which he or she was suspended or discharged, shall be reinstated and paid for such lost time at his or her regular rate. If it is determined that the suspension or discharge was too severe for the offense, the employee shall be reinstated and paid such amount for the lost time as may be determined to be just under the circumstances of the case.

F. If a collective bargaining unit employee invokes his Weingarten rights, a) for transportation employees, the Company will make every effort to contact the grievance officer first. If unavailable, then the Company will contact the Business Agent, and lastly the President; b) for maintenance and clerical employees, the Company will make every effort to contact the shop steward first. If unavailable, then the Company will contact the Business Agent, and lastly the President.

III. GRIEVANCES

All Divisions

A. This grievance procedure shall apply to all disputes arising between the Union and the Company, whether any such dispute occurs as the result of a complaint by an individual member of the Union or a complaint by the Union itself.

B. Grievances must be filed within the time set forth in the steps designated in this section in order to be considered by the Company.

C. In reducing a dispute to writing, the following information must be stated with reasonable clearness: the exact nature of the grievance, the exact date, the identity of the party or parties who claim to be aggrieved, the identity of the party or parties alleged to have caused the grievance, if known, the specific sections of the Agreement alleged to have been violated, and the remedy which is sought.

D. THE FOLLOWING STEPS SHALL CONSTITUTE THE GRIEVANCE PROCEDURE:

moving to another Division within the Company shall have seniority over Part-time members and new hires. Part-timers will hold seniority over new hires.

EE. Any member who accepts an International ATU position or a full-time position with the Local will retain his/her seniority with the Local when he/she returns. This member would be eligible for any position she/he would have been eligible for had they remained in the Local.

II. DISCIPLINE

All Divisions

A. When the name or number of any employee is listed or posted, or the employee is otherwise notified, to come to the office or answer any specific charge, it shall be within seventy-two (72) hours after knowledge of the specific offense alleged, or in the case of a charge involving continuous or repeated negligence or misconduct, within seventy-two (72) hours after the receipt by the Company of the knowledge of the last instance of such negligence or misconduct for which the employee is reported. Such employee shall be given a copy of the specific charge or charges to which the employee is to answer, and, upon request of such employee, adjournment shall be granted to the employee before answering to the charge or charges. This procedure shall not apply to verbal warning/cautions. It is the understanding of both parties that discipline is defined as, written warnings, suspensions and terminations. Verbal warnings/cautions, will be recorded and kept by the manager but will not be placed in the employees personnel file. Copies of warning/cautions will be available to employees upon their request.

B. No entry of a decision of guilty of an offense shall be placed against the record of an employee until such employee has been given the privilege of a hearing, and the employee's defense, if any, shall be briefly recorded with the charge on the record, but this shall not prevent a memorandum of instances of alleged negligence or misconduct. When an employee is called into the office on any charge or charges, the employee shall answer only to the specific charge or charges, but this shall not in any measure limit the power of the head of the department, or other official in authority, in dealing with an employee as to his or her past record; the only condition being that such employee shall answer to such specific charge or charges concerning which the employee has been called into the office. A copy of any disciplinary finding shall be provided to the employee and to the Union. No prior disciplinary finding against an employee shall be further considered unless such finding is in the employee's personnel file. When, in the judgment of the management of the Company, it becomes necessary to discharge an employee, the Business Representative of the Union will be notified. The Company may request an employee, who is being charged with an offense, to appear at said hearing on their own time. If the employee is found not guilty of the offense to which they have been charged, they will be paid for time spent at the hearing at their regular rate. It is understood by both

It is the policy of the parties to this Agreement to encourage the resolution of a grievance between an employee and supervisor or between the Union and the Company official making the decision that led to the grievance before a written grievance is filed. In such cases no written decision by the Company is required, however, the Company will advise the Union of the outcome unless specifically informed by the grieving employee that the matter is to be held in strict confidence.

Step 1. Any regular employee having a grievance or his or her designated representative, shall first present the grievance in writing to the employee's department head or his or her designated representative within fifteen (15) working days after knowledge of its occurrence. In the event that the Union is filing the grievance, such grievance must be filed within fifteen (15) working days from the date on which the Union becomes aware of the incident or occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the employee, or his or her designated representative, within ten (10) working days after the presentation of the grievance.

Step 2. If satisfactory settlement is not reached under Step 1, the grievance/dispute shall be presented by the employee, or his or her designated representative, to the General Manager, in writing within fifteen (15) working days after the receipt of the Company's response set forth in Step 1, above. Presentation of the written grievance will be accomplished, within thirty (30) working days of the Step 1 answer, by a meeting of the employee, a Union representative, the supervisor involved in Step 1, and the General Manager, in order that the grievance/dispute may be fully discussed orally by the parties involved. The General Manager shall issue a written decision to the employee, or his or her designated representative, within fifteen (15) working days from the date of the meeting. If no meeting is requested by the Union within the specified time limit, the grievance/dispute will be considered settled based on the Step 1 answer.

Step 3. If satisfactory settlement is not reached under Step 2, the employee, or his or her designated representative, may file notice of intention to arbitrate the grievance, if such notice is filed with the General Manager, or his or her designated representative within forty-five (45) working days after the expiration of the time limit described in Step 2, above.

E. The time limits specified herein may be extended by mutual written agreement, provided, however, that the additional time requested shall not be unreasonably withheld by either party. In the event that the time limits herein specified (including time limits that were extended by mutual consent) are exceeded by the Company, the Union may proceed to the next step in the grievance or arbitration process, as appropriate. In the event that the time limits (including time limits that were extended by mutual consent) for an appeal to the next

step are exceeded by the Union, the Company may, at its option, decline to further process the grievance in which case the grievance will be considered as resolved. The Company may also process grievances under the grievance procedure.

F. Any step in the grievance process may be removed from the process by mutual agreement of the Union and the Company.

IV. ARBITRATIONS

All Divisions

A. In the event that the grievance is not satisfactorily resolved at Step 2, the Union or the Company may, by written notice to the other, request arbitration as set forth in section III. D. The Union and the Company shall attempt to mutually agree on an arbitrator. If the parties have not mutually agreed upon an arbitrator within 15 days of the Company answer in step 2, the Union or the Company may file a demand for arbitration with the American Arbitration Association (AAA); such demand shall be filed within the next 30 days, consistent with the total 45 day timeframe below. An arbitrator shall then be selected in accordance with the applicable rules of said AAA. As an alternative to the AAA, the Union and the Company by mutual agreement may file a demand for arbitration with JAMS ADR Services; such demand shall be filed within the 45 day timeframe.

B. If the parties fail to mutually agree on an arbitrator, the party initiating the arbitration shall file the demand for arbitration under Section IV, A above within forty-five (45) working days of the General Manager rendering his or her decision under Step 2 of the grievance procedure above.

C. The arbitrator shall have no power to add to, subtract from or modify this Agreement, and may only interpret such items and determine such issues/disputes as may be submitted to him or her by the parties.

D. Either party shall have the right to have a transcript made of the proceedings, in which case the transcript shall be designated by the parties as the official record of the proceedings. Both parties shall share the expense of providing a copy of the transcript to the arbitrator.

E. The finding or decision of such arbitrator shall be rendered within (30) days of date of closing of hearings, Sundays and Holidays excluded, and shall be binding on the Company and the Union.

F. Each party shall bear expenses incurred by it, and expenses of arbitration incurred jointly shall be borne equally by the Union and the Company.

G. Any request, notice, or written specification under this section from the Company to the Union shall be held to be properly served if addressed to either the Business Agent representing said Local 22 or to the President of said Local, and also the

filling such position.

D. In all cases of promotion from a lower rate of pay to a higher rate, the most senior employee immediately below in class, will be given the first opportunity to fill the position. If an employee bids a job based on seniority and is not believed qualified by management, the management/employee have two options:

1. Should the employee be believed totally incapable of filling the position, a committee comprised of five (5) technical employees will be convened to listen to both the management's and employee's position as to why the challenge occurred. Upon completion of the presentations, the committee will forward a recommendation to the Department Head for consideration.
2. Should the employee not be believed to be totally incapable of filling the position, the employee will be allowed to learn the position for thirty (30) days. Upon completion, should management believe that the employee cannot continue in the position, the committee referred to above will be convened to provide, ultimately, a recommendation to the Department Head for consideration.

City
The Company will work through a special joint advisory committee with members appointed by the Union and the Company to develop procedures for testing and determining qualifications for the positions of Specialist, Mechanic First Class "A," and Mechanic First Class "B."

Employees working as Mechanic Helper, Garage Helper and Cleaner on July 1, 1996 will retain their right to bid on jobs as Specialists, Mechanic First Class "A," and Mechanic First Class "B" using the same methods currently in effect to determine qualifications and the need for a trial period as described in Subsection V, F and G of the Agreement.

Employees hired as Mechanic Helper, Garage Helper or Cleaner on or after July 1, 1996 will also retain their right to bid jobs as Specialists, Mechanic First Class "A," and Mechanic First Class "B." The Company will work through the special joint advisory committee to determine realistic eligibility qualifications for promotion of these employees to the positions of Specialist, Mechanic First Class "A," and Mechanic first Class "B."

All Divisions
When it becomes necessary to reduce the force in any department, it shall be on a seniority basis, that is, the least senior employee in service within that department shall be the first laid off.

When it becomes necessary for the Company to hire, those laid off shall be given first choice in the department in which they worked on a seniority basis, provided

Union and delivered by certified mail or otherwise to, or left at the residence of, either said Business Agent or said President of Local 22, and any such request, notice or specification from the Union to the Company shall be held to be properly served if addressed and delivered to the General Manager, at its principal office or place of business in the City of Worcester, MA.

V. JOB POSTINGS/PROMOTIONS City and Community

A. Seniority by department will be by the following divisions: City Transit Transportation, Community Transit Transportation, Maintenance, Operations, and Administration. Each of these departments will have two distinct seniority lists; one for full time employees and one for part time employees.

1. Seniority for promotion will be by Department first and then by overall System seniority (original hire date). Part-timers hold no seniority rights within the different Divisions except to fill vacancies where no full-time employee signs the bid. The following chart shall be used in hiring for vacancies in the different Divisions:

- A. Full-Time by Division/Unit
- B. Full-Time by Company Seniority
- C. Part-Time Within Division
- D. Part-Time Outside the Division
- E. New Hire

2. A basic rule of thumb is that all means of hiring within the Company (bidding within Divisions and Cross Division) will be exhausted before hiring outside the Company. This bidding will be properly posted throughout the Company (i.e. five days for any new job vacancy).

All Divisions

B. When an employee leaves the employment of the Company, or takes an official position in the Company other than that of General Foreman, or Foreman, Inspector, Starter or Dispatcher, the employee will lose seniority rights in the bidding-in system, provided the employee holds such official position for ninety (90) days, but this provision shall not apply to the case of an employee who takes a position as a substitute for a regular official in the service of the Company, nor shall it apply to employees given a leave of absence by the Company or doing work for the Union.

C. Employees working in the different departments shall be given preference over outsiders for work in other departments, if deemed qualified by officials of the Company. When an employee is transferred from one department to any position in another department which pays a higher hourly rate of wage than the employee was receiving, the employee shall receive the higher hourly rate of wages while

Company for economic reasons during the period July 1, 1999 through and including June 30, 2004. This provision shall not be construed to limit or restrict the Company's right to discipline or discharge any employee for any other reason.

2. When the Company determines that there is a permanent vacancy in a Clerical position that it wishes to fill, the Company, in accordance with Subsection V, B, shall post a notice within thirty (30) calendar days indicating its desire to fill the position, and shall have the right to select from the list of employees deemed qualified by officials of the Company the employee the company considers to be the most qualified for the position.

J. Training Van Department

Van

1. Regular Working Hours - Employees required to attend training sessions which fall within their regular work hours shall be paid for such training as if performing their regularly scheduled work.
2. Assigned Times - An employee required to attend a training session at a specific assigned time that falls outside his or her regular working hours shall be paid as if the time spent in training is in addition to his or her regular work assignment. In such cases the appropriate rules regarding overtime provisions, spread time penalties, and intervening time shall apply.

3. Voluntary Sign-Up

- a) An employee required to attend training who is given a choice of three (3) or more different times and/or dates, one or more of which begins or ends within two (2) hours of his or her scheduled work assignment, shall be paid at a rate equal to straight time pay for up to eight (8) hours of training plus one half (½) hour of intervening time for each four (4) hours or less of such training regardless of the time of the training session actually attended by the employee.
- b) In the event that no training session is scheduled to begin or end within two (2) hours of the employee's scheduled assignment, the employee will be paid at his or her regular rate of pay based on the appropriate rules regarding overtime provisions, spread time penalties, and intervening time for the time spent in training.
- c) The pay rules for voluntary sign-up described above may be applied a maximum of three (3) times in any one (1) year period for any employee. All other required training sessions shall be paid based on the employee's regular rate of pay based on the appropriate rules regarding overtime provisions, spread time penalties, and intervening time for the time spent in training.

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they can qualify as to ability and record and provided that their lay-off has not extended over thirty (30) months and provided that within two (2) days after the receipt of notification by registered mail, the employee signifies his or her intention to report for work within fourteen (14) days and does so report. The extension time allowance of thirty (30) months shall not be considered as time spent in continuous service. Nothing in this section shall be held to limit the authority of heads of departments to discharge an employee at any time for incompetent or unsatisfactory work.

F. When an employee who has been laid off is later taken back, the employee shall be paid at the same rate as he or she was receiving prior to the lay off, provided that the employee is doing the same work. If a change in the wage rate for the same work has occurred, the employee will receive the adjusted rate upon return.

G. All Starters and Inspectors will be assigned to the Operations Division. All employees filling the position of Starter or Inspector as of July 1, 1993 will maintain their seniority as an Operator in the Transportation Division. Any employee promoted to Starter or Inspector after July 1, 1993 will carry seniority in the Operations Division only.

H. Both parties recognize that language is needed regarding layoff/bumping rights in the event of a reduction in force. The parties agree to discuss same within the first year of the contract. Any agreement reached will be incorporated by reference herein.

Van

I. For the Van Division the Company shall maintain a seniority list of all employees covered by this agreement, based on the employee's date of hire, for the purposes of calculating the number of weeks of vacation earned by the employee, the calculation of pension benefits, and all other benefits which are based on an employee's years of service.

The Company shall also maintain the following seniority lists by department and status. Seniority for these lists shall begin on the first day that the employee works in the appropriate department and in the appropriate status, and shall continue whether or not the employee is working in another department or in a different status.

List Number	Department	Status
1	Transportation	Full Time
2	Clerical	Full Time
3	Transportation	Part Time
4	Clerical	Part Time

1. No employee who is on the payroll as of July 1, 1999 shall be laid off from the

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4. Other Training - Employees will not be paid for time spent in training sessions which are offered by the Company, but which the Company does not require mandatory attendance by the employee.

VI. TRANSPORTATION

A. General

1. **All Divisions**
There shall be a minimum guarantee of eight (8) hours pay, per day, forty (40) hours per week for full time employees. There shall be a minimum guarantee of four (4) hours pay, per day for part time Community and Van Department employees

2. Nothing in this section shall prevent an Operator from working for extra compensation, more hours than those stated in this section, except as restricted by Federal or applicable State law. Members of the Union who are employees of the Company, hereby, through their organization, express the desire that the runs shall be laid out as herein specified and agree to take the runs so laid out, subject to the provisions of this Agreement relative to the bidding-in of runs, and except as restricted by Federal or applicable State law.

3. All safety sensitive employees shall maintain and have in their possession while on duty all documents and licenses required by law as being necessary to perform their duties. The Company will pay such license fees for its safety sensitive employees as are required by law.

4. **City**
Extra work performed by City platform Operators shall be compensated for at time and one-half (1-1/2) for the actual time worked, except that compensation for this work shall be not less than one (1) hour at their regular rate.

- Community**
a) Extra work performed by part time Community employees will be compensated at straight time with a maximum of twenty (20) hours scheduled per week per employee. Extra work performed by full time employees will be compensated for at time and one half (1 1/2) for the actual time worked, after eight (8) hours per day, except that compensation for this work shall not be less than one (1) hour at their regular rate.

- Van**
b) Extra work performed by part time Van employees will be compensated at straight time, unless the number of hours total more than forty (40) hours per week. Extra work performed by full time employees will be compensated for at time and one half (1 1/2) for the actual time worked after eight (8) hours per day, except that compensation for this work shall be not less than one (1) hour at their regular rate.

City and Community

5. If a City or Community Operator does two (2) pieces of work at different times, a minimum of one (1) hour shall be paid or whichever is greater for each piece of such extra work.
6. City and Community Operators desiring to be off duty must make requests for such leave of absence not later than 9:30 A.M. of the previous day, and they will ascertain either by inspection of the list or by verbally contacting the Dispatcher that they are signed off duty on the date requested.
7. The basic days of work for City and Community Divisions shall be eight (8) hours of platform time. The basic work week shall consist of five (5) such eight (8) hour days or forty (40) hours per week. Overtime at the rate of time and one-half (1-1/2) shall be paid after eight (8) hours of work, or for all work performed on regular days off. No employee shall be paid daily and weekly overtime for the same hours worked.
8. The Company will provide a utility pouch to the City and Community Division operators for use during their shift, as needed. The contents of the pouch will be determined by both parties.
9. **Van**
Van Operators desiring to be off duty must make requests for such leave of absence not later than 10:00 A.M. of the previous day, and they will ascertain either by inspection of the list or by verbally contacting the Transportation Coordinator that they are signed off duty on the date requested.
10. Van Operators will park paratransit vehicles where requested, including inside parking.
- a) Operators will exercise every effort to keep their vehicles clean of foreign matter.
- b) Each Company van will be equipped with protective equipment for the operator. This equipment will consist of the following: bucket, rubber gloves, surgical mask, sponge/rags and bleach.
11. The Union Van Employees and the Company agree to provide five (5) work assignments of four (4) days each with ten (10) hours per day as a pilot program. The actual assignments and other details of the pilot program must be agreed to by the Company and the Union in order for the assignments to be posted for bid. When posted, these assignments will be bid by seniority following the bidding procedures contained in the Agreement. Overtime will be paid for work in excess of ten (10) hours per day, on any of three (3) days off (subject to any work requirements), and for all work in excess of forty (40) hours per week.

The pilot program may be terminated by either the Union or the Company at the next re-rating, and may be expanded or modified as appropriate by agreement of both Company and the Union.

B. Regular Runs

City

In the City Division regular service requirements of the timetable (it being understood that extra and "headway" service of four (4) hours or less shall not be considered as on the timetable) shall be arranged so far as possible into straight runs. At least seventy percent (70%) of the straight runs shall be eight (8) hours or less and the remaining straight runs shall not exceed eight and three-quarter (8 3/4) hours work. There shall be no less than forty-three (43) straight runs as long as the level of service as of June 30, 2004 remains the same. The seventy percent (70%) requirement shall not apply to any new service added after July 1, 2005. New service is defined as any service not operated on July 1, 2004.

C. Additional Runs

City

1. City Division

a) Company shall be allowed to make additional runs of which not less than sixty percent (60%) shall be not more than nine (9) hours work and the remainder shall not be more than nine and one half (9 1/2) hours work, and additional runs shall not exceed twelve and one-half (12 1/2) hours of outside time. *The parties agree to continue the previous language without prejudice and acknowledge that this language is presently disputed. The parties agree to mediation within 30 days upon signing of the agreement.

b) Effective July 1, 1987, all additional runs shall be placed in one of two pay categories, as defined below.

1) Sixty percent (60%) of additional runs shall be compensated at the rate of time and one-half (1-1/2) for any portion of work completed after eleven (11) hours.

2) Forty percent (40%) of additional runs shall be compensated at the rate of time and three-quarters (1-3/4) for any portion of work completed after ten (10) hours and at the rate of double time (2) for any portion of the run worked in excess of eleven (11) hours. *The parties agree to continue the previous language without prejudice and acknowledge that this language is presently disputed. The parties agree to mediation within 30 days upon signing of the agreement.

3) If a funding reduction causes an increase in the number of additional runs beyond the current level, the Company and the Union shall meet

to negotiate changes in the percentage of additional runs that shall be allowed premium time relief.

c) Additional runs shall be placed in the categories defined in Subsection VI, C, 1. b) in the most efficient manner as determined by Management, and as restricted by Federal or applicable State law

d) There shall be not more than one (1) unpaid relief within ten and one-half (10 1/2) hours in the additional runs. All relief time outside of the said ten and one-half (10 1/2) hours, in the additional runs shall be considered intervening time. A relief of thirty (30) minutes or less shall be paid as platform time.

2. Community and Van Divisions

Community & Van

a) The Company shall be allowed to make split runs which shall not be more than nine and one half (9 1/2) hours work, and shall not exceed twelve and one half (12 1/2) hours of outside time.

b) Operators working a split run will be compensated at the rate of time and one half (1 1/2) for any portion of work completed after twelve (12) hours.

c) There shall not be more than one (1) unpaid relief within ten and one half (10 1/2) hours in the split runs. All relief time outside of the said ten and one half (10 1/2) hours in the split runs shall be considered intervening time.

d) The Company shall notify an employee not less than twenty-four (24) hours prior to making changes in additional runs. Union representatives may be present at such bidding-in, if desired.

D. List Operator

1. City and Community

City & Community

a) List Operators, when operating regular runs, shall be treated the same as regular operators.

b) List Operators when ordered to report and who do so report shall be given one (1) hour of work, or pay therefore, provided they are not given work inside of one (1) hour. If given work inside of one (1) hour, they shall be paid for the actual time between the time of report and the beginning of this work in addition to payment for the time actually worked.

c) All known work will be promptly posted in the window of the Starter's office, and will be assigned to Operators in order of seniority, if no extra

regular hours exceed the hours as described in C 1. a) for City & C2. a) for Community.

Operators who relieve on the street and perform platform time equal to or greater than 8 hours per day will be paid 5 minutes extra at straight time for operating the fare boxes and inspecting the bus.

- b) Operators who pull out of the garage at the start of the second portion of their run will be required to report to the Dispatcher at the garage fifteen (15) minutes in advance of the time their run is scheduled to leave the garage. This pull-out time is to be used to receive any instructions from the Dispatcher as well as complete a pre-trip bus inspection. Payment for said fifteen (15) minutes shall be included as "work time" in computing pay.
- c) A pre-trip inspection will not be required if the bus assigned to the second portion of the Operator's run is the same bus the Operator pulled into the garage at the first portion of their run.
- d) Changing buses on the streets shall be the work of Operators. If no Operator is available, change may be made by maintenance personnel.

2. Van Division

Van

- a) Operators who pull out of the garage at the start of their run will be required to report to the Transportation Coordinator at the garage, ten (10) minutes in advance of the time their run is scheduled to leave the garage. This pull-out time is to be used to receive any instructions from the Transportation Coordinator as well as complete a pre-trip inspection. Effective Saturday, October 2, 2004, payment for said ten (10) minutes shall be part of the daily guarantee of eight (8) hours. If the employee worked an eight (8) hour shift or greater, the pull-out time will be paid at time and one half (1 1/2). The pull-out time shall not be considered in computing the spread of a run unless the pull-out time coupled with the employee's regular hours exceed the hours as described in C2. a).

3. Van Division Fill-Ins and Open Work

Van

- a) Changing vehicles on the streets shall be the work of Van Division Operators. If no Operator is available, change may be made by the maintenance personnel.
- b) Fill-ins for absenteeism, etc., will be covered by operators from the Van Division. The employee shall receive his or her regular rate or the rate of the employee whose assignment is being covered, whichever is higher. Every attempt will be made to fill open positions with Van Division personnel.

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report people are available.

- d) Except in emergencies, the spare list will become official at 10:00 a.m. on any day that service is running listing the work for spare operators on the following day. When service is not run on any given day then the spare list will become official at 10:00 a.m. on the last day that service was running for the first day that service is resumed.

Community

- e) It is the intent of Company to carry two Spare Community Operators beginning July 1, 1991 and continuing through the contract until such time that the daily operating demands of Company necessitate an increase. When the number of open assignments exceed the number of Spare Operators, then the assignments must be offered to the full time Community Transit Operators at overtime.

2. Van Division

Van

- a) Van List Operators, when operating regular runs, shall be treated the same as regular operators.
- b) Van List Operators, when ordered to report and who do so report, shall be given one (1) hour of work, or pay therefore. The amount of report time shall be included in the guaranteed minimum if work is assigned.
- c) All known Van work will be promptly posted in the window of the Transportation Coordinators' office, and will be assigned to Operators on the spare list in order of seniority.
- d) Except in emergencies, the Van spare list will become official at 12:00 Noon, listing the work for List Operators on the following day.

E. Pullout and Turn-in Time

1. City and Community

City & Community

- a) Operators who pull out of the garage at the start of their run will be required to report to the Dispatcher at the garage, fifteen (15) minutes in advance of the time their run is scheduled to leave the garage. This pull-out time is to be used to receive any instructions from the Dispatcher as well as complete a pre-trip bus inspection. Effective Saturday, October 2, 2004, payment for said 15 minutes shall be part of the daily guarantee of eight (8) hours. If the employee worked an 8 hour shift or greater, the pull out time will be paid at time and one half. The pullout time shall not be considered in computing the spread of a run unless the pullout time coupled with the employee's

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injury, the Company may have a bid down.

f) In order to maintain the operation, backup positions have been established to fill various vacant positions on a demand needed basis.

1. In positions deemed essential, such as the role of Starter/Inspector, any absence will be filled by a full-time Starter/Inspector or by a designated backup. In nonessential positions, where the job functions do not have a direct impact on the daily bus and van operation, as is the case with the Accounting and Payroll clerk, job backfilling will be made at the discretion of the direct supervisor. However, if a nonessential position is vacant for one week's time or greater, the position will be filled by a back-up until the regular employee returns to work.

2. In the event a position will need to be filled for a length of time that is greater than two weeks, the backups, by seniority, will be offered the position, and if accepted, will remain in the position until the absent employee returns to work. The backup will not be penalized for not accepting backup work within the first two weeks of a position vacancy. After two (2) weeks, if there are two back-ups for a position and the first back-up refuses open work, the second back-up can be forced to work the open job.

3. An employee can bid to be the first back-up to one position in either the Operations or Clerical departments. All bid jobs for back-up positions will be filled by department seniority and then by company seniority.

4. Quarterly refresher training of up to two hours will be given to all backups, with the exception of the Starters/Inspectors and Transit Coordinators, who will receive up to four hours of quarterly training. In the event a major change in job function occurs within a given job, additional training time will be provided to the backup at the discretion of the direct supervisor.

2. City and Community Divisions

City & Community

a) The Company has the right to change inside times of additional runs as long as the time paid is not affected.

b) The Company may make as many runs as possible out of fragments and these runs may be subject to change or discontinuance in whole or in part without any necessity upon the Company for rebidding.

c) The Company shall notify an employee not less than twenty-four (24) hours prior to making changes in additional runs.

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c) In the event that the Van Division is unable to cover open assignments with Van Division personnel, the company may request the City Transit Bus Division Operators to fill the assignments.

d) The Company shall have the right to assign the last four (4) operators in seniority in the event that the regular means for filling open assignments have been exhausted.

F. Run Selection

1. General

All Divisions

a) Operators shall choose runs in accordance with seniority of continuous service within the department, the most senior employee in continuous service to have first choice. All runs will be put up for bid at the closing and opening of schools and during January of each year. A fourth bid can be performed each year if necessary for financial or operations needs.

b) All schedules will be sent to the Union Business Agent ten (10) business days in advance of the day of posting.

c) All runs shall be posted at least five (5) days prior to the time of bidding.

d) The Company will conduct all re-ratings under the following conditions:

1) All employees will bid by seniority within their department. If an employee is not going to be available on the date of the bid they will have the opportunity to submit a bid before hand with multiple picks in the order of preference. If an employee is unable to submit a bid or the bid submitted is unavailable, the bid will be made by the Union official present at the re-rating.

2) When an employee is not available to work the job bid due to illness, injury or temporary work assignment that work will be operated by a list operator.

When the employee who bid the job returns to work, they will resume their bid position on return.

In the case where the days off of an employee returning to work conflict with those of an employee temporarily filling the position, the Company may return an employee to their regular bid position ahead of time to insure they can work their full bid work week.

e) When an employee is going to be off for an extended time, due to illness or

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- d) When a run is divided on account of an employee who bid in such run asking off, the employee who works the greater portion of the run will get the benefit of the bonus time, if any.

3. Van Division

Van

- a) Operators working a split run will be compensated at the rate of time and one half (1 1/2) for any portion of work completed after twelve (12) hours.
- b) There shall not be more than one (1) unpaid relief within ten and one half (10 1/2) hours in the split runs. All relief time outside of the said ten and one half (10 1/2) hours, in the split runs shall be considered intervening time.
- c) An Operator may be prohibited from bidding a specific assignment when it is determined after investigation by the Union and the Company to be in the best interest of the employee, a passenger, or the service in general. In all cases the employee shall be afforded the opportunity to be heard before a decision is made.

- d) The Union and the Company agree that any employee's classification or assignment hours may be changed on either a temporary or permanent basis by written mutual agreement of the employee, the Union and the Company.

G. Uniforms

All Divisions

I. Allowance

- a) The Company will provide a uniform allowance of \$210 annually for the term of the contract
- b) The Company will pay all overcharges by the uniform supplier resulting from the need for non-standard size shirts, trousers.
- c) Employees will be allowed to carry over up to fifty percent (50%) of their uniform allowance to be spent as part of the following year's allowance.
2. The Operator has the option of purchasing out of their uniform allowance any item on the order form approved by the uniform committee.
3. A uniform cap for use while on duty will be optional. The only cap worn will be a Company approved cloth visor type with the WRIA logo.
4. Ties (different style for female operators) are optional, if a white button

down shirt, or a black sweater, (v neck or button down) or black, cloth vest is worn with the WRIA logo. For an interim two year period, drivers are allowed to wear white button down shirts with no WRIA logo but a tie must be worn. This transitional two year period will be from 7/1/06 - 6/30/08.

5. The Company will pay for up to five previously issued white shirts to be emblazoned with the company logo. Employees must turn in those shirts prior to September 1, 2006.
 6. Selection of the uniform will be done by the Uniform Committee in cooperation with the Company management group.
 7. **New Operators**
 - a) New Operator will be required to purchase, at the Company's expense, as soon after they have successfully completed training, the following uniform garments: Three (3) shirts
Three (3) trousers
One (1) hat
One - three season jacket
 - b) New Operators will receive an additional allowance for the purchase of uniform garments at the same time as other Operators, however, the amount of the allowance will be pro-rated using the same procedures used to pro-rate vacations.
 8. All bus Operators shall wear the proper uniform presenting a clean and professional appearance. When reporting for duty, Operators shall wear the proper uniform consisting of white shirts with WRIA logo, short or long sleeve, black trousers and black shoes. Black shorts may be worn from May 1st through September 30 and anytime throughout the year that the forecasted outside temperature is expected to reach 75°F. Black cloth vests with WRIA logo, black v neck long sleeve pullover with WRIA logo, cardigan or sweater vest with WRIA logo and black WRIA jacket with WRIA logo are seasonal items.
- The following are the standards:
- a) Male shirts will be tucked in at all times.
 - b) Shoes will be black.
 - c) The only jacket to be worn while operating a company vehicle is a uniform jacket with the company logo.

The cost of the logo will be included in the cost of the item purchased. As a result, golf shirts with the WRIA logo may be worn year round and must comply with uniform standards stated above. The blazer will be eliminated

H. Wages**I. General****City**

a) City Division Wage rates and cash bonuses shall be determined as follows:

1) The hourly wage rate for top Operators in the bargaining unit shall be as follows:

Effective 07/01/10	24.17
Effective 11/27/10	24.41
Effective 07/01/11	24.78

2) The hourly wage rate scale for employees other than Operators shall be a percentage of the top Operator rate as follows:

Chief Starter	111%
Starter/Dispatchers	109%
Inspectors	109%

b) The following wage rate progression scales shall apply to all new hires covered by this Agreement:

Years of Service*	Hire Before July 1, 1996**	Hire on or After July 1, 1996
0-1	65%	65%
1-2	73.75%	70%
2-3	82.5%	80%
3-4	91.25%	85%
4-5	100%	90%
Thereafter	100%	100%

*Refers to years of service in City transit.

**Refers to date of hire at RIA Transit Services, Inc.

Community

c) The following wage rate progression scale shall apply to all Community bus Operators, effective July 1, 1999:

Rate (1st year)	65% of City Transit Top Operator
Rate (2nd year)	70% of City Transit Top Operator
Rate (3-4 years)	75% of City Transit Top Operator
Rate (5+ years) Part-Time	80% of City Transit Top Operator
Rate (5+ years) Full-Time	85% of City Transit Top Operator

and replaced with the company issued three season jacket.

9. Operators are responsible for their own uniforms. Management will arrange for mass fittings at the Company two times a year. Anyone wishing to be fitted outside of those fittings, can go to the vendor's location.

10. Operators who cannot be properly sized by the designated Company, will purchase from an acceptable substitute vendor and be reimbursed by the Company in accordance with the amount remaining in the operator's uniform allowance.

11. Each Van Driver will be furnished with one (1) pair of ankle high steel toed shoes annually, not to exceed \$100.00 which will be increased to \$125.00 effective 07/01/08. If an employee wears out the shoes through normal use the company agrees to replace them.

Uniform Guidelines

All shirts, sweaters, jackets, and hats must have the WRTA logo			
For an interim two year period, drivers are allowed to wear shirts with no WRTA logo but a tie must be worn.			
This transitional two year period will be from 7/1/6 - 6/30/08.			
	Men	Women	Optional for Starters and Inspectors
White long or short sleeve oxford shirt with WRTA logo	XXXX	XXXX	
Black fleece vest with WRTA logo	XXXX	XXXX	
Black sweater pullover or cardigan with WRTA logo	XXXX	XXXX	
Black pants pleated or flat front	XXXX	XXXX	
¾ length oxford dress shirt with WRTA logo	XXXX	XXXX	
¾ length golf shirt with WRTA logo	XXXX	XXXX	
White short sleeved golf shirt with WRTA logo	XXXX	XXXX	
Black tie (optional), with WRTA logo	XXXX	XXXX	
Black baseball cap (optional)	XXXX	XXXX	
White turtleneck	XXXX	XXXX	
Black three season jacket styles with WRTA logo	XXXX	XXXX	
Black pleated company issued walking shorts	XXXX	XXXX	
Black cloth vest	XXXX	XXXX	
Black windbreaker jacket	XXXX	XXXX	XXXX
Navy Blue windbreaker jacket			XXXX
Navy Blue Pants			XXXX
Shoes Black	XXXX	XXXX	
Heavy Winter jacket ¾ length	XXXX	XXXX	

Van
d) The hourly wage rate for top Van Operators in the bargaining unit shall be as follows:

Effective 07/01/10	14.11
Effective 11/27/10	14.25
Effective 07/01/11	14.46

- 1) Large Van Operators shall be paid 115% of top Operator wage rate.
- 2) The following rate wage progression scale shall apply to all Operators hired after July 1, 1988:
First two (2) months of service - 90% of top Operator's rate
Next ten (10) months of service - 95% of top Operator's rate

2. Wage Related Work Rules

a) General

All Divisions
1) While a Bus Operator is instructing a new employee, he or she shall receive fifteen dollars (\$15.00) additional per day for such services.

2) An employee performing any work in a classification higher than that to which he or she is regularly assigned shall be paid at the higher rate for all time spent working in the higher classification. An employee performing work in a lower classification shall be paid at the rate of his or her regular classification, and such assignments to a lower classification shall be made only on an emergency basis. (An employee assisting an employee of higher classification shall receive the pay of his or her own classification unless and until he or she assumes the control and completion of the work).

3) The Company will make every effort to provide each operator with a break throughout the day to address the operator's personal needs. Further, the Company and Union will set a procedure to ensure that the employee and the service will not be negatively impacted.

4) Operators compelled to run beyond their regular time on any regular or extra scheduled run shall receive time and one-half (1-1/2) if their work is thereby extended beyond their regular relief time. Reference is made to this Agreement as to the limitation in the amount of bonus time which shall be paid.

b) Community and City Divisions

City & Community

1) The time elapsed between the termination of an Operator's scheduled

run and the time of reporting for an extra subsequent thereto, or if runs the extra first, then the time that elapses from the completion of the extra to the start of his or her scheduled run shall be intervening time.

2) For intervening time an employee shall be paid at his or her regular rate for the actual intervening time, but not to exceed one (1) hour. Employees on intervening time are not required to remain on the property.

3) Operators substituting for Inspectors will be paid the hourly rate of pay for Inspectors.

4) Operators who are scheduled or ordered to report for regular, extra or special service, and who do so report, but who are not allowed to perform such work, shall be paid for the time allowed for such regular, extra or special work. The Operators scheduled for such work shall remain on report until the work is performed. This section shall not apply to Operators who are not allowed or able to perform such regular, extra or special service because of being "late-in", but in any case of Operators "late-in", whether or not scheduled for any such regular, extra or special work, such "late-in" Operators shall be paid at their regular rate for the actual time only by which their "late-in" is in excess of eight (8) hours.

5) Effective January 1, 1988, all routes shall be adjusted to allow a minimum of three (3) minutes recovery time at the end of each line. Recovery time shall not be included on trips deadheading to or from the garage.

c) Community Transit Work

City & Community

1) The Company will minimize the amount of Community Transit work offered to City Transit Operators by first using Community Transit and Van Division Operators to fill shifts, reliefs and set-backs that are required on Community Transit routes. In the event that no Van Division Operator or Community Transit Operator is available, the work will be offered to City Transit Operators. City Transit Operators may at their individual option refuse to work reliefs and set-backs, however shifts will be performed by City Transit Operators. In the event of a legitimate emergency in which a driver or passengers would otherwise be stranded or excessively delayed, City Transit Operators, if available, will perform reliefs and setbacks if none of the following employees are available: Community Transit Operators, Van Division Operator substitutes or Inspectors.

5) While working as a Community Transit Spare, the employee shall be paid the Community Transit top Operator rate as modified by the progression rate contained in the Community Transit Agreement based on company seniority. Likewise, the Community Transit Spare shall be paid the applicable Van Division top Operator rate as modified by the progression rate contained in this agreement when performing Van Division work.

6) Community Transit Spare Operators shall be determined to be eligible for overtime pay as if they were working as a Van Operator and shall be paid the applicable overtime rate for the work they are performing. In the event that overtime occurs during a combination assignment consisting of Community Transit and Van Division work, the higher overtime rate shall prevail.

7) Operators working as Community Transit Spares shall be entitled to bid overtime assignments by seniority following bidding by full time and part time Community Transit Operators. Operators working as Community Transit Spares shall fall to the bottom of the Van Division seniority list for bidding of Van Division overtime assignments on days in which they have received a Community Transit assignment.

8) Operators working as Community Transit Spares may, at their individual option, work as a Community Transit Spare during their bid vacation at the applicable rate of pay described in this Subsection, provided that such work is first offered to Community Transit Spares who are not on vacation.

9) Any Operator who is either assigned or actually working as a Community Transit Spare may be returned to the position of Van Operator when, in the judgment of the Company, the Operator is needed for the efficient operation of the Van Division. In the event that a Community Transit Spare is returned to the position of Van Operator after receiving a Community Transit assignment, the Operator shall be paid as follows:

- a) The first two (2) hours of work as a Van Operator will be paid at the applicable Community Transit rate of pay as described in this Subsection if the Operator reports for work as a Community Transit Operator and is returned to duty as a Van Operator before performing any duties as a Community Transit Operator, or
- b) At the applicable Community Transit rate of pay as described in this Subsection for all hours worked as either a Community Transit Operator or Van Operator if the Operator reports for work as a

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2) The Community report operator can/will shift city buses when no City report is available (at the City wage rate).

3) All Community Transit work performed by City Transit Operators will be paid at the rate of time-and-one-half (1-1/2).

4) Future route extensions and additional service on current City Transit routes will continue to be City Transit work. All shuttle, park and ride circulator routes and similar service will be additional Community Transit work. Other local line haul work will be assigned as determined by the Union and the Company on a case-by-case basis.

5) The Company will investigate the costs and benefits of establishing a Community Transit part time or full time report person.

d) **Van Division Community Transit Spares**

Van

Community Transit work not otherwise covered by Community Transit Operators shall be offered to Van Operators who are qualified to work as Community Transit Spares under the following conditions:

1) Employees working as Van Operators covered by this Agreement may bid jobs as full time and part time Community Transit Spare Bus Operators. The Company will chose by seniority from those Van Division employees who have bid, and who are both qualified and available to work as Community Transit Spares.

2) The Company may select and train as many employees as it deems necessary to work as Community Transit Spares in order to provide an adequate number of Spares to cover expected open work.

3) Full time Community Transit Spares shall receive the same pay guarantees that they are eligible to receive under this agreement through a combination of Van Division and Community Transit work. To the extent possible the Company will endeavor to schedule daily work assignments required to meet the employee's guarantee within the normal hours of the Operator's regular Van Division assignment.

4) Full time Community Transit Spare Operators will first bid by seniority any open Community Transit work after all normal procedures for filling open work under the Community Transit Agreement have been exhausted. Part time Community Transit Spare Operators may bid on full time Spare Community Transit jobs after all full time Community Transit Spare Operators have had the opportunity to bid.

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Community Transit Operator and performs any duties as a Community Transit Operator.

- 10) The Company may, after consulting with the Union, return any Community Transit Spare to the position of Van Operator when the Company determines that the Operator is not qualified to perform work as a Community Transit Spare

VII. MAINTENANCE & CLERICAL

A. General

1. City Division

City

- a) All employees in the Maintenance Department shall have consecutive days off.

- b) All maintenance employees hired after 7-1-84 will hold and maintain their Massachusetts Class B CDL license. All maintenance and clerical employees (except Cleaners) shall maintain and have in their possession while on duty all documents and licenses required by law as being necessary to perform their duties.

- c) Rubber goods shall be furnished to all employees regularly employed as Inspectors, Bus Washers, Road Service Person, Pitmen, and Garage Helpers.

- d) The Company will, at its own expense, provide five (5) laundered shirts and five (5) laundered work pants for employees in the bus shop and garage.

- e) The Company will, at its own expense, provide a laundered winter jacket for maintenance employees in the following bid jobs: Road person and Building Maintenance.

- f) Each active employee in the maintenance department will be furnished with one (1) pair of ankle high steel toed shoes annually, not to exceed \$100.00 that will be increased to \$150.00 effective 07/01/08. Employees may purchase company approved steel toed boots from vendor of choice and submit receipt clearly indicating the shoes procured within thirty (30) days. Employees will be reimbursed within fourteen (14) days. If an employee wears out the shoes through normal use the company agrees to replace them

- g) Five (5) minutes shall be allowed to all maintenance employees to wash before going to their meals. Ten (10) minutes shall be allowed to wash at the end of their day's work.

- h) One fifteen (15) minute coffee break per day shall be allowed for Maintenance and Clerical Union employees.

- i) A day's work for regular employees in the shop shall not exceed eight (8) hours for every day (including Saturdays, Sundays and Holidays) in which they are required to work, the same to be completed within eight (8) consecutive hours, except as wherever otherwise in the Agreement provided. The work week shall consist of five (5) such eight (8) hour days or forty (40) hours per week. (The first shift shall be from 7:00 A.M. to 3:00 P.M. and will work straight eight (8) hour time). Maintenance employees will work straight eight hour time on Sundays and holidays when scheduled to work on these days. The work hours of an employee may be changed by Agreement of the Union, the Company and the employee involved.

j) Maintenance Training

1. Opportunities for training of existing mechanical unit employees will be available to all mechanical unit employees. Such opportunities will be afforded to all mechanical unit employees based on organizational needs.
2. Efforts will be made to train existing mechanical unit employees in a logical and methodical manner to provide each mechanical unit employee with the best opportunity for advancement while, at the same time ensuring that the company is able to meet staffing and scheduling needs.
3. Employees training maintenance employees will be paid one hour's pay for each day of training.
4. A training period for new employees will be implemented. The minimum training periods for each unit will be as follows:

Mechanical Unit	14 days
Service Unit	5 days
5. New hires may be given, additional time (30 days for Mechanics - 10 days for Helpers) with the understanding that they are probational employees and may be terminated during that period.
6. All employees who are eligible for promotion to mechanic within the Maintenance Department as of May 3, 2008 will be exempt from this agreement. All employees not eligible for promotion to the Mechanical Unit prior to May 3, 2008 will be subject to passing one ASE Transit exam in order to be promoted to the Mechanical Unit. If the employee fails to meet this requirement, they will revert back to their previous position and wage with no loss of seniority at their previous position.

7. The provisional period will be governed by the candidate attending one mandatory training course scheduled and paid for by Management with the appropriate course study relative to the exams held in the fall and spring of each year. Provisional mechanics will not be compensated for attending training courses but assigned to a shift that will allow them to attend the training courses.

8. All postings for promotion will be subject to these requirements. Provisional employees hired externally that cannot meet the above requirements will be terminated.

9. These requirements will not apply to employees who have a current ASE certification.

2. Van Division Clerical

Van

a) General

1) Two ten (10) minute coffee breaks per day shall be allowed for Clerical Division employees.

b) Wages

1) The hourly wage rate scale for employees other than Operators shall be a percentage of top Operator rate, as follows:

Chief Transportation Coordinator	=	119%
Transportation Coordinator	=	117%
Scheduler	=	115%
Call Taker/Scheduler	=	105%
Return-Line Call Taker	=	95%
Call Taker	=	90%
Monitors	=	85%

2) Unless otherwise provided in this section all other employees who are appointed to jobs as Call Takers and Call Taker/Schedulers shall be paid at the rates shown in the table above.

3) An employee who is no longer qualified to work as an Operator and who is appointed to a clerical position shall be paid his or her regular rate of pay or the rate of the clerical classification for which they are appointed, whichever is higher.

4) Employees working as substitutes for clerical classifications shall be paid their regular rate of pay or the rate of the clerical classification for which they are substituting, whichever is higher.

5) The hourly wage rate for other classifications shall occur at such time that the classification is added to the Van Division.

6) Should the Van Division begin operating school bus service, it is agreed that the contract will automatically be opened for inclusion of school service employees.

c) Change of Classification or Assignment Hours

The Union and the Company agree that any employee's classification or assignment hours may be changed on either a temporary or permanent basis by written mutual agreement of the employee, the Union and the Company.

d) Uniforms

1) The Company will provide clerical employees the same issue of uniforms as are provided to Operators except that steel toed shoes, rain slickers and heavy winter coats shall not be issued or required to be worn.

2) All other provisions related to uniforms for Operators shall apply to clerical employees unless specifically provided otherwise in this Section or mutually agreed to by the Company and the Union.

3) The Company may designate uniform garments of a different style or color for clerical employees.

e) Transportation Coordinator

1) Transportation Coordinators may return to the position of Operator at any time after giving the Company at least one (1) week's notice to fill the vacancy created. The Company may return a Transportation Coordinator to the position of Operator at any time as a result of unsatisfactory performance as a Transportation Coordinator. Nothing in this section is intended to diminish the Company's right to administer discipline or to terminate the employment of a Transportation Coordinator.

2) Transportation Coordinators are expected to use reasonable judgment to issue instructions and orders to Van Operators, and when necessary, Maintenance personnel to provide for the safe and efficient functioning of the public transit system operated by the Company.

- 3) Employees of this division are expected to strictly observe all operating rules and regulations of the Company and all special orders of the Company and its officials and are responsible for observing and recording compliance or noncompliance by other employees of all operating rules, regulations and special orders, and shall be required to report such compliance to the Company as required by officials of the Company.
- 4) Transportation Coordinators may relieve an employee from duty when, in their judgment, continuation of duty by the employee would constitute a threat to the safety or well-being of the employee, customers, other employees or the general public.
- 5) The Union and the Company agree that no member of the Union shall harass or retaliate against an employee serving as a Transportation Coordinator as a result of any action taken by the employee to fulfill the duties of the job of Transportation Coordinator.

(Note: The parties have also agreed that the Company may seek an opinion from the National Labor Relations Board as to whether these positions should be excluded from the Agreement under Subsection I, B.)

B. Tools

City

1. Worn or broken quality guaranteed tools will be replaced by respective tool representatives that do business on Company property. A list will be established for all non-guaranteed tools for A Mechanics, B Mechanics, Specialists and all other employees who had been in those classifications on June 26, 1981. The Company shall replace the non-guaranteed tools with a guaranteed tool when worn or broken on the job. The guaranteed tools shall include the following trade names: Snap-On, S & K, Bonney, Mack and Craftsman. The Company will be responsible for replacing these name brand tools with the exception of Craftsman.
2. The Company will replace worn or broken quality guaranteed tools with a tool of equal quality if the manufacturer goes out of business.
3. Tools that have been grossly abused will not be replaced.
4. When requested, in writing, by a mechanic, the Company may, at its discretion, arrange for his or her, the purchasing and financing of "quality guaranteed" mechanic's tools not to exceed \$300.00 at any time. The employee will pay for the tools by payroll deductions or payments as the Company will arrange, which weekly payments shall not be less than \$8.50 per week for balances of \$150.00 or more and \$5.00 on balances less than \$150.00 during the purchase Agreement.

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5. The Company agrees to purchase Metric tools that are needed to repair new buses having Metric sizes. The Company will own said tools and will let out only when needed to repair buses.

6. An annual tool allotment will be provided to maintenance employees in the classifications of Foreman, Specialist, Mechanic A and Mechanic B.

Effective 07/01/07	\$325.00
Effective 07/01/08	\$350.00
Effective 07/01/09	\$400.00

The Company agrees to provide vouchers up to their annual allotment towards the purchase of new tools for those employees who receive a position upgrade.

7. The Company will insure and make whole the replacement of all stolen inventoried mechanic's tools.

C. Wages

City

1. These percentages relate to the top Operator pay of City Transit bus Operators. The hourly wage rate scale for employees other than Operators hired before July 1, 1981 shall be as follows:

Working Foreman	= 110%
Specialists	= 109%
Mechanic A	= 104.5%
Parts & Environmental Specialist	= 102%
Counting Room Clerk	= 102%
Mechanic B	= 101.5%
Garage Helper (hired before July 1, 1981)	= 90%
Garage Helper (hired after July 1, 1981)	= 85%
Payroll Clerk	= 90%
In year 2, 95%; in year 3, 100%;	
Accounts Receivable Clerk	= 90%
In year 2, 95%; in year 3, 100%;	
Cleaner (hired before July 1, 1981)	= 80%
Cleaner (hired after July 1, 1981)	= 75%
Part-Time Tire Person	= 75%
Telephone Receptionist	= 75%
Telephone Receptionist Effective 07/01/09	= 80%
Part-Time Office Clerk	= 66%
Part-Time Telephone Receptionist	= 70%
Part-Time Traffic Checker	= 60%
Part-Time Garage Helper	= 75%
Data Entry Clerk	= 60%

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1. Specialists:
 - a) Rebuilding motors, transmissions, rear ends, clutches, etc.
 - b) Rebuilding front ends and brakes.
 - c) Air work.
 - d) Air-conditioning work.
 - e) Electrical work and electrical parts.
 - f) Building maintenance.
 - g) Body work.
2. Mechanic First Class "A":
 - a) Rebuilding engines on hoists.
 - b) Tune-ups.
 - c) Replacing turbines, transmissions, oil pump housing, timing gears.
3. Mechanic First Class "B":
 - a) Repairing minor defects.
 - b) Repairing lights.
 - c) Adjusting brakes and hand brakes,
 - d) Replacing slack adjusters.
 - e) Replacing diaphragms.
 - f) Repairing or replacing heater motors.
 - g) Replacing one or two injectors (with proper supervision).
 - h) Any work that does not require too much time.
4. Mechanic Helper:
 - a) Working with Second Class Mechanic, First Class Mechanic, or Specialist.
 - b) Sweeping floors, etc., in the garage when other work is not available.
5. Garage Helper:
 - a) Shifting buses, washing and cleaning buses, greasing buses, checking batteries, changing tires, and cleaning of parts.
6. Cleaner:
 - a) Sweeping, vacuuming and scrubbing floors.
 - b) Cleaning rest rooms and public areas.
 - c) Cleaning front office areas
 - d) Washing windows and walls.
 - e) Removing trash and debris.
 - f) Other cleaning duties as required.
7. Working Foreman
 - a) All duties that they are qualified to perform in absence of qualified mechanic
 - b) Assign work to qualified classifications

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2. Any employee who is assigned to work for one (1) or more days as a Specialist shall be reimbursed at the Specialist rate of pay.

3. No employee hired before July 1, 1978, shall be reduced. Employees employed as Mechanic Helper, Garage Helper or Cleaner before July 1, 1978, shall receive the same cents-per-hour wage increases received by the top Operator.

4. Overtime of employees, whose day's work is limited by this section to eight (8) hours shall be paid at the rate of time and one-half (1-1/2).

5. Maintenance employees who have done a full day's work and are called from their home for extra work, will be paid from the time they are called, providing they report for work at the garage within one (1) hour from the time they are called.

6. When employees, not ordinarily working on Sundays or Holidays, other than Operators, are called upon to do emergency work on Sundays or Holidays, the minimum of one (1) day's pay will be allowed if the time computed at Sunday or Holiday rate does not amount to one (1) day.

7. The following wage rate progression scale shall apply to all maintenance and clerical positions:

Years of Service*	Hire Before July 1, 1996**	Hire On Or After July 1, 1996**
0-1	75%	80%
1-2	85%	90%
Thereafter	100%	100%

*Refers to years in service in City transit.

**Refers to date of hire at RTA Transit Services, Inc.

D. Job Classification and Duties:

City

The following classifications are guidelines to establish competencies and duties for the various Job Classifications of maintenance employees. The Foreman may assign work to the most competent employee, who has been trained to perform such duties, providing the Specialist, who is on duty who normally performs the work, has been asked first. Component rebuild work will be performed by the Mechanic/Specialist(s) who holds the position unless out on a long term absence in which event the Company will fill the position with a temporary bid. Until the bid process has been completed, the Company has the right to assign a Mechanic Specialist to perform the work.

4. Employees who, as a result of a re-bid caused by a reduction in jobs in the Maintenance department, bid into another classification shall be given first opportunity when their prior job becomes open if the employee is the most senior person bidding on the job.
5. The Maintenance Department will be divided into two distinct units; mechanical and service. The mechanical unit will include Working Foreman, Specialists, Mechanic A's and Mechanic B's. The service unit will include Garage Helpers, Cleaners and the Janitor.
6. Each unit will maintain its own separate seniority list. For purposes of vacations and other benefits, total company seniority will be maintained.
7. An employee who bids, by choice, into the unit in which he/she is not presently assigned, will go into the unit at the bottom of the seniority list for that unit. If the employee chooses to bid back into the previous unit, he/she will go into the unit at the bottom of the seniority list.
8. If an employee's bid job is eliminated or significantly changed, the employee may bid any position the employee is qualified for based on unit seniority. Any employee affected by the bid of a higher seniority employee may then bid any position that employee is qualified for based on unit seniority. This process will continue until all bidding is completed.
9. If an employee chooses to bid into a lower classification, when an equal or higher classification could be chosen, the employee will receive the lower wage level of the new classification.
10. An employee who is forced to bid into the other unit, by reason of a reduction in the work force, will be placed in that unit's seniority list based on the department seniority.

VIII. COST-OF-LIVING ADJUSTMENTS

City

- A. All accumulated cost-of-living increases received by members of this Local shall be frozen into the base rate of pay EFFECTIVE JUNE 30, 1999.
- B. All employees working at a percentage rate of pay receive that percentage of the raise on each yearly raise. All cost of living adjustments will also be computed based on each employee's percentage rate of pay.
- C. The basic wage rates shall be subject to cost-of-living adjustments, up or down, in the following manner, except that no adjustment shall reduce the wages below the basic wage rates set forth above.

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- c) Perform any other work or duties assigned by the Company
8. Parts and Environmental Specialist
- a) Organize and physically check stock locations.
 - b) Issue parts and tools
 - c) Maintain all historical data including fuel, oil usage and major component serial numbers.
 - d) Order parts, issue purchase orders, receive and stock orders and processes invoices.
 - e) Develops Alternate Vendors for OEM Parts and monitors Quality Assurance.
 - f) Coordinate Warranty Program and file Warranty claims.
 - g) Ensure cleanliness of parts storage area, counter space and receiving area.
 - h) Work with Maintenance Manager to maintain inventory control of parts.
 - i) Conducts quarterly physical inventory and weekly cycle counts.
 - j) Participate in and maintain familiarity with Environmental Audits Reports and coordinate Spill Prevention and Countermeasure Plan.
 - k) Willingness to attend Company sponsored training seminars related to job performance.
 - l) Perform clerical and organization functions in the Maintenance Department
9. Van/Auto Specialist
- a) Inspection, defects and all repairs pertaining to light vehicles.
 - b) Issue state inspection stickers.
 - c) Other duties assigned by Foreman.

City

E. Bidding

1. All employees in the Maintenance and Clerical Departments shall choose their job in accordance with their seniority of continuous service with their respective department, the most senior employee in continuous service with their department having first choice when vacancies occur in their classifications (the bidding-in system to prevail.)
2. When any job comes permanently vacant in the Maintenance and Clerical departments, which the Company wishes to fill, it will be posted for bid and filled within thirty (30) days.
3. All jobs posted for bid in the Maintenance and Clerical Departments shall be sent to the local Business Agent ten (10) business days prior to posting.

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D. The base Index shall be the Consumer Price Index-W (1967=100 series) as published by the Bureau on Labor Statistics beginning April 1984.

E. Semi-annual adjustments will be made as of December 1st and June 1st, of each year, based upon changes between the base Index and the Index for October and April of each year, with an adjustment of 1 cent per hour for each 0.5 point change.

F. All payments to be a maximum of 15 cents per payment and minimum of 15 cents per payment.

G. There will be no cost-of-living adjustment paid for the term of this Agreement.

All Divisions

IX. HOLIDAYS

A. General

All Divisions

1. All employees who are entitled to holiday pay and are not scheduled to work on that day shall receive eight (8) hours pay at their regular rate of pay, providing the employee has performed all work on the last scheduled work day preceding the holiday and the first scheduled work day following the holiday. This requirement shall not be applicable if the employee did not work the last scheduled work day preceding the holiday and the first scheduled work day following the holiday because of established illness of more than five (5) days, absence on Union authorized business communicated to the Company, or any other absence authorized by the Company.

2. Holidays, whenever possible, will be bid four (4) weeks in advance. The Company shall have the right to assign the last four (4) Operators who have bid the holiday off to fill vacancies on the holiday bid caused by sickness. They will be notified three (3) business days prior to the holiday if they have the holiday off.

3. Employees temporarily absent for less than five (5) working days or absent due to injury suffered in the course of employment will not be eligible for holiday pay. Employees who are scheduled to work on holidays and who report and work will receive double time and one-half provided they work the last scheduled day before and the first scheduled day after the holiday. Employees who fail to do so shall lose the half time premium.

4. Employees who are scheduled to work a holiday and who report, but do not complete their assignment, will be paid holiday pay plus straight time for the hours actually worked.

B. City Division

City

1. Ten (10) holidays, all guaranteed, will be paid holidays for all hourly employees in the Maintenance, Clerical, and Transportation Departments. If an employee is scheduled to work on such a holiday and for any reason does not work, he or she will not be entitled to holiday pay.

2. The ten holidays are:

New Year's Day*
Martin Luther King's Birthday
President's Day
Patriot's Day
Memorial Day*
Independence Day*
Labor Day*
Columbus Day
Thanksgiving*
Christmas*
*Major Holiday

C. Community Division

Community

1. Ten holidays, all guaranteed, will be paid holidays for all full time hourly employees in the Maintenance, Clerical and Transportation Departments. If an employee is scheduled to work on such a holiday and for any reason does not work, he or she will not be entitled to holiday pay.

2. The ten holidays are:

New Year's Day
Martin Luther King's Birthday*
President's Day*
Patriot's Day*
Memorial Day
Independence Day
Labor Day
Columbus Day
Thanksgiving
Christmas
* Mandatory

All Divisions

3. These ten (10) holidays will run from July 1st to June 30th for each contract year.

D. Van Division

Van

1. Ten (10) holidays, all guaranteed, will be paid holidays for all full time hourly employees in the Clerical and Transportation Departments. If an employee is scheduled to work on such a holiday and for any reason does not work, he or she will not be entitled to holiday pay.

2. The ten holidays are:

New Year's Day*
 Martin Luther King's Birthday
 President's Day
 Patriot's Day
 Memorial Day*
 Independence Day*
 Labor Day*
 Columbus Day
 Thanksgiving*
 Christmas*

*Major Holiday

3. Veteran's Day will be an additional guaranteed holiday for full time employees who are assigned to Special Transit demand-response service only. This is reflective of conditions which existed with the former operator of the service.

Employees hired on or before June 30, 1997 will be given the choice of taking either Veteran's Day or the day after Thanksgiving as their additional guaranteed holiday.

Employees hired on or after July 1, 1997 will be required to take the day after Thanksgiving as their additional guaranteed holiday.

4. Employees who are scheduled to work on holidays (including Veteran's Day and Day After Thanksgiving) and who report and work will receive double time and one-half provided they work the last scheduled day before and the last scheduled day after the holiday. Employees who fail to do so shall lose the half time premium. This requirement shall not be applicable if the employee did not work the last scheduled work day preceding the holiday or the first scheduled work day following the holiday because of established illness of more than five (5) days, absence for Union authorized business, or any other absence authorized by the Company.

X. VACATIONS

A. General

1. Where vacations of a week or more exist at the present time, the same shall be given during the term of this agreement. Vacation pay for all full time employees shall be forty (40) hours pay for each week of vacation. The number of weeks given shall be determined by the number of days worked during the previous calendar year as follows:

Years of Service*	Days Worked		
	0-129	130-159	160 +
0-1	0 weeks	0 weeks	1 weeks
2-6	0 weeks	1 weeks	2 weeks
7-13	0 weeks	2 weeks	3 weeks
14-18	0 weeks	3 weeks	4 weeks
19-28	0 weeks	4 weeks	5 weeks
29 and above	0 weeks	5 weeks	6 weeks

*Refers to years of service in City Transit, Community, Van
 The Company will Conduct all vacation bids under the same conditions provided ratings.

2. If an employee receives a maximum vacation, depending on his or her length of service, in one year by using the days out sick to make his or her 160 days, the employee will not again be entitled to any vacation until he or she has actually worked 130 days in the previous calendar year. This provision is available for each employee only once in their career. For 130 days actually worked the employee will receive one (1) less week than his or her applicable maximum. For 160 days he or she will receive the employee maximum. Days absent, due to Union activities, will be considered as days worked.

3. If any employee is placed on the pension list any time during the year, the employee shall be entitled to vacation pay provided the employee has worked the required number of days designated in the contract.

B. City Division

City

1. During the years in which the employee's vacation allowance increases, the employee shall be eligible for vacation in the following calendar year based on the following pro-rata: January, twelve-twelfths (12/12) of earned vacation; February, eleven-twelfths (11/12) of earned vacation; March, ten-twelfths (10/12) of earned vacation, etc., in the following calendar year. For purposes of this provision, increases occur in the second (2nd), seventh (7th), fourteenth (14th), nineteenth (19th) and twenty-ninth (29th) years.

2. The vacation pay of regular employees of maintenance department shall be figured at the number of hours in the basic work week which the employee was regularly working multiplied by the employee's regular rate of pay per hour. Any employee temporarily filling the place of another employee shall not be entitled, during his or her vacation, to a higher rate of pay if a higher rate exists for the place which he or she is filling, but he or she shall only be paid at his or her regular rate.

C. City and Community Divisions

1. For City and Community Divisions, the above work requirements shall include credit for days sick as recognized by the Company.

City & Community**D. Community and Van Division****Community & Van**

1. For Community and Van Divisions, any employee hired after the 15th day of January in a calendar year shall be eligible for vacation in the following calendar year based on the following pro-rata: February, eleven-twelfths (11/12) of earned vacation; March, ten-twelfths (10/12) of earned vacation, etc., in the following calendar year.

Community

The above provision shall also apply for Community Division during the years in which the employee's vacation allowance increases. For purposes of this provision, increases occur in the second (2nd), seventh (7th), fourteenth (14th), nineteenth (19th) and twenty-ninth (29th) years.

E. Vacation Bid Procedure**All Divisions**

1. Vacations will be assigned on a seniority basis and may, at the discretion of the Company, be spread over the entire year. The number of employees on vacation at any given period of time during the year will be determined by the Company in its sole discretion and with regard to the maintenance of scheduled service and work requirements. All employees may bid and take consecutive vacations in order of seniority.

City

2. Notwithstanding paragraph 1, a minimum of five (5) City Division Operator vacation bid positions will be available for summer and school vacation weeks; a minimum of four (4) Operator vacation bid positions will be available for other weeks. These minimums are subject to adjustment by mutual Agreement of the Union and Company if the number of Operators eligible for vacation increases or decreases by 10% from the number of Operators on the seniority roster as of August 3, 1996.

City & Community

3. Vacations for the calendar year in the Transportation and Maintenance Department will be selected in late November or early December in accordance with seniority, similar to that now used for bidding-in runs. Schedules of available vacation periods, and of the number of employees permitted to bid for each period, will be posted by the Company. Copies of such schedules will be furnished to the Union at least five (5) days prior to the vacation bid.

Community

4. Notwithstanding paragraph 1, there shall be no maximum number of vacation bid positions in the Community Division for summer and school vacation weeks.

Van

5. Notwithstanding paragraph 1, a minimum of two (2) Operator vacation bid positions will be available per week in the Van Division throughout the year.

F. Single Day Vacation**1 City and Community Divisions City & Community**

- a) Employees are eligible for single day vacation days as follows:
Seven (7) or more years of seniority:
Five (5) single days
Nineteen (19) or more years of seniority:
Ten (10) single days

Provided that such use does not interfere with the ability of the Company to complete scheduled work. A process for allowing single day vacations will be developed by the Transportation Committee, the Union and the Company. Employees desiring to take vacation weeks as single days as provided above must notify the payroll department two (2) weeks prior to the general vacation bid of their intention to do so. Employees shall be notified thirty (30) days prior to the vacation bid of the dates of the bid.

2. Van Division**Van**

Employees eligible for two (2) or more weeks of vacation may take one (1) week of single day vacation days, provided such use does not interfere with the ability of the Company to complete scheduled work. A process for allowing single day vacations will be developed by the Union and the Company. Employees desiring to take vacation weeks as single days as provided above must notify the payroll department two (2) weeks prior to the general vacation bid of their intention to do so. Employees shall be notified thirty (30) days prior to the vacation bid of the dates of the bid.

G. Working Vacation**1 City and Community Division City & Community**

Employees eligible for three (3) or more weeks of vacation may at their individual option take the vacation or work one (1) week of vacation as long as the employee actually takes two (2) or more weeks of vacation.

2. Van Division

Employees eligible for two (2) or more weeks of vacation may at their individual option take the vacation or work one (1) week of vacation as long as the employee actually takes one (1) or more weeks of vacation.

XI. PENSION

All Divisions

- A. Subject to the modifications set forth in paragraph 2. and 3. of this Section, all full time employees are covered by the existing pension plan, the terms of which are set forth in a separate document known as the RIA Transit Services, Inc. Employees' Retirement Plan. Disability pensions likewise are covered in the RIA Transit Services, Inc. Employees' Retirement Plan.
- B. Full-time employees covered by this Agreement shall contribute into the pension 9.5% of their total compensation paid and the Company will contribute 9.5% of the total compensation paid. The Company shall make a onetime \$1,200,000 payment to the pension within 60 days of ratification of the 2010 contract.
- C. An independent actuarial study, under the supervision of the Pension Committee, shall be completed prior to each fiscal year. Based upon the results of the actuarial study the pension contribution by the employees and Company may change to properly fund the pension plan at a 30 year funding level. Any contribution increase will be shared equally by the Company and the employees.

- D. All employees covered by this Agreement shall have their pension calculated as follows:

Years of Service*	Percentage of Average Monthly Earnings
5-14	1.333%
15-24	1.555%
25+	1.750% to a maximum

*Refers to years of service to RIA Transit Services, Inc.

The average monthly earnings are based on the highest three (3) years out of the last eight (8) years of service divided by thirty six (36) with all accumulated sick days added to the final three (3) years of earnings.

NOTWITHSTANDING THE PREVIOUS SENTENCE, THE PARTIES EXECUTED A SIDE LETTER AGREEMENT DATED JUNE 30, 1998, WHICH REMAINS IN EFFECT AS THE CURRENT METHOD OF CALCULATING PENSION BENEFITS. THE PARTIES AGREE TO

UTILIZE THE SIDE LETTER AGREEMENT IN CONJUNCTION WITH THE COLLECTIVE BARGAINING AGREEMENT UNLESS SPECIFICALLY CHANGED IN WRITING BY THE PARTIES. ANY CONFLICT BETWEEN THE TWO DOCUMENTS WILL BE RESOLVED IN FAVOR OF THE SIDE LETTER AGREEMENT.

- E. All active employees shall receive a pension benefit, i.e. life, health insurance benefits, etc., for early retirement after five (5) years of service as defined in the contract. Effective July 1, 1993, any employee who retires before the 65th birthday shall receive a reduction in pension at the following rates:

Age	Years of Service*	Reduction
55	5 Years	.5% reduction per month before age 65
55	25 Years	.25% reduction per month to age 58
58	30 Years	No Reduction

*Refers to years of service to RIA Transit Services, Inc.

There shall be no reduction in the pension benefit if the employee retires with any combination of age and service equaling at least 85.

- F. In the separate document, RIA Transit Services, Inc. Employees' Retirement Plan, there is language referring to disability benefits.

- G. Effective July 1, 1993, when an employee has been disabled in accordance with Social Security and has completed 5 years of Earned Pension Service, the following benefit will be paid: The benefit payable upon disability would be equal in value to the Participants' Earned Pension as of the date of the disability without actuarial reduction with a minimum of \$115.00 per month. The benefit would continue throughout the participants' lifetime.

Employees receiving pension benefits and Social Security Disability and not on a family plan (with more than two subscribers) will be required to purchase Medicare B in lieu of any Company medical plan. Medicare B reimbursements are for active employees who sign up for the senior plan until retirement.

- H. Any employee who is on Worker's Compensation may not receive both Worker's Compensation payments and a pension or disability pension for the same period.

- I. In the event of the death of an active employee who has reached 75 points in service and age, the surviving spouse shall receive a 100% Joint and Survivor pension without any actuarial reduction for age.

B. Health and Accident Insurance**1. City Division****City**

a) The Company agrees to pay 100% of the Health and Accident Insurance Policy covering all employees of RIA Transit Services, Inc. This Group Health and Accident Insurance Policy will pay two hundred dollars (\$200.00) per week for the first twenty six (26) weeks and two hundred and fifty (\$250.00) per week for the second twenty six (26) weeks for all claims processed after July 1, 1993.

b) Employees, at their individual option, may choose to use accumulated sick leave in lieu of Health and Accident insurance for some or all of either time lost due to accident or illness as long as they meet other contract requirements concerning doctors' releases and doctors' statements

2. Community and Van Division**Community & Van**

The Company agrees to pay 100% of the Health and Accident Insurance Policy covering all full time employees effective July 1, 2010 through June 30, 2012. This Group Health and Accident Insurance Policy will pay one hundred ten dollars (\$110.00) per week for the first thirteen (13) weeks.

C. Medical Insurance - Active Employees**All Divisions**

1. The Company, upon notice and discussion with the Union, may change the insurance carrier as long as the benefits are comparable. The Company agrees that absent a financial funding disaster there will be no attempt by the Company to increase the employee contribution towards the health insurance premium.

All employees shall contribute 13% of their medical insurance premium effective July 1, 2010; 20% effective July 1, 2011 and 25% effective June 30th 2012. Employees from 60 days of employment through the third year of employment shall continue to pay 25%.

The Company shall reimburse \$480.00 for in-patient and \$230.00 for outpatient co-payments incurred after the date of ratification of this agreement.

The Company shall pay employees an incentive in lieu of any medical plan providing the employee's spouse and/or family member is not employed by the Company, and/or any other company funded by the Worcester Regional Transit Authority. The amount of the payment shall be paid in the first pay period of December of each year. The amount shall be \$1,500 per year and prorated for the number of months that the employee opted out of the health

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J. Employees may utilize the value of their sick bank up to 100% for purposes of calculating earnings for pensions. The value of the sick bank will be based on the existing wage and will be added to the last three (3) year earnings of the employee.

K. An optional 457(b) money purchase or similar savings plan shall be provided in addition to the defined benefit Pension Plan. The savings plan shall be developed and administered by the Pension Plan trustees.

L. The Company agrees to contribute the same percentage into the pension for the Business Agent of Local 22 as it does for the Operators. Contributions will be based on 56 hours.

M. The Union acknowledges that under Section 8.2(a) of the RIA Transit Services, Inc. Retirement Plan for Employees, the Company has the right to appoint members to the pension committee. Pursuant to this authority, the Company agrees to appoint the president and the business agent of the Union as members of the pension committee.

The parties further agree that RIA Transit Services, Inc. Retirement Trust for Employees will be amended to include a total of five (5) trustees, three appointed by the Union and two trustees appointed by the Company

XII. INSURANCE BENEFITS**A. Life Insurance****1. City Division****City**

The Company agrees to provide Group Life Insurance for all active full-time employees in the amount of twenty thousand dollars (\$20,000). When an employee retires, life insurance will be reduced as follows:

5 - 9 years	\$2,000
10 - 17 years	\$2,500
18 years & more	\$3,000

2. Community and Van Division**Community & Van**

The Company agrees to provide Group Life insurance for active full-time employees in the amount of twenty-thousand dollars (\$20,000.00). When an employee retires, life insurance will be reduced to two thousand dollars (\$2,000.00). Persons presently on retirement will retain their current amount of life insurance.

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for Medicare A and B, as follows:

5-9 years	The least expensive Senior HMO plan for retiree
10-17 years	The least expensive Senior HMO plan for retiree and for retiree's spouse
18 years or more	The least expensive Senior HMO plan for retiree and a single or family plan for spouse

Employees 59 to 64 who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums

4. **Employee Not Actively Employed**

An employee not actively employed at the company at the time of application for pension benefits shall be eligible for medical benefits as follows:

5-9 years	No Medical Benefit
10 or more years	75% of an individual plan or Senior HMO plan
18 years or more	75% of the least expensive Senior HMO plan or single plan

Employees 59 to 64 who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums

5. **Retiree Out of State**

The Company agrees to reimburse an employee who retires and relocates in another state for another medical plan in the amount which would have been paid if the retiree had not relocated.

6. **Medical Plan Contribution**

For employees who retire on or after October 1, 1996, the maximum contribution for coverage shall be equal to the contribution of the least expensive of the approved HMO plans. This amount shall also be available to retirees who no longer live in the area served by the approved HMO plans as payment for medical insurance coverage selected by the retirees.

7. **Medical Plan Maximum**

Under no circumstance shall the Company's monthly contribution toward the employee's health insurance exceed the monthly pension benefit option the employee elects. If the employee chooses a lump sum distribution, the

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insurance plan. To receive the \$1,500 the employee must show proof of coverage annually.

2. For Medicare eligible active employees and their spouses, the Company agrees to pay Medicare reimbursement and 100% of a Senior HMO Plan for the Medicare eligible employee and their Medicare eligible spouse, provided that the costs do not exceed the cost of the standard plan offered by the Company.

D. Medical Insurance - Retirees

All Divisions

1. **Retiree Not Eligible for Medicare A and B**

The Company agrees to contribute to Medical Plan premiums for the Retirees and their spouses who currently receive medical plans from the Company and are not eligible for Medicare A and B, as follows: 75% Single, Family or Senior Plan

Between Ages of 55 and 58	75% Single or Family Plan
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Employees 59 to 64 who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums.

2. **Retiree and Spouse Eligible for Medicare A and B**

The Company agrees to contribute to Medical Plan premiums for Retirees and their spouses who currently receive medical plans from the Company and are eligible for Medicare A and B, as follows:

5-9 years	The least expensive Senior HMO plan for retiree
10-17 years	The least expensive Senior HMO plan for retiree and 50% least expensive Senior HMO plan for retiree's spouse
18 years or more	The least expensive Senior HMO plan for retiree and retiree's spouse

Employees 59 to 64 who retire after 07/01/11 will contribute 20% of their medical insurance premiums and those retiring after 06/30/12 will pay 25% of their medical insurance premiums

3. **Retiree Only Eligible for Medicare A and B**

The Company agrees to contribute to Medical Plan premiums for Retirees who are eligible for Medicare A and B with a spouse/family who is not eligible

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full monthly amount (prior to a lump sum distribution) of the pension benefit elected will be used to determine the health insurance and what portion if any the retiree will pay upon their retirement date.

8. **Disability**

The contribution of the Company will begin when disability pension payments begin.

9. **Retiree Medical Assessment**

The Company has calculated the total cost of health insurance premiums that shall be shared by the active employees or the Union effective July 1, 2007 to be \$5.25 per active employee per week. However, effective 07/01/11, the Company shall no longer assess active employees \$5.25 per active employee per week.

10. **Surviving Spouses**

Surviving spouse of deceased retiree's who continue to collect pension checks from the Company following the death of their spouse, shall be eligible to receive 100% of the premiums.

Surviving spouse of deceased retiree's from age 59 to 64 after 07/01/11 will contribute 20% of their medical insurance premiums and those surviving spouses of deceased retiree's after 06/30/12 will pay 25% of their medical insurance premiums

E. Dental Insurance

1. The Company shall offer optional dental coverage during the term of this Agreement for each employee, at the employee's expense, through payroll deductions. The plan to be offered will be mutually selected by the Union and the Company and will be described in the separate memorandum describing health insurance coverage.

2. Retirees may purchase dental insurance coverage through the dental plan available to active employees.

F. Prescription Eyeglasses

If the prescription eyeglasses of a City Division employee in either the transportation or maintenance departments are damaged in any way through no fault of the employee while the employee is performing his or her duties, the

Company will pay for the cost of replacing or repairing the same, provided that the damage is reported immediately, and provided that the maintenance employee was wearing proper eye safety protection at the time of the accident.

G. City and Community Divisions

City & Community

Employees hired from the RTA Transit Services, Inc. Van Division after July 1, 1996 shall continue to receive benefits available to RTA Transit Services, Inc. Van Division employees until the benefits available to new hires under this Agreement commence.

XIII. SICK LEAVE

City & Community

A. City and Community Division Employees in the active service of the Company who have had one (1) or more years of service shall be allowed paid sick leave of eight (8) days, with eight (8) hours pay per day, each year.

B. Such sick leave shall be cumulative to the following maximum amounts:

1. In the City Division:	
Effective July 1, 1999	154 Days
Effective July 1, 2000	162 Days
Effective July 1, 2001	170 Days
Effective July 1, 2002	178 Days
Effective July 1, 2003	186 Days

2. In the Community Division:

First Year - 88 Days
Second Year - 96 Days
Third Year - 104 Days
Fourth Year - 112 Days
Fifth Year - 120 Days

All Divisions

C. The following will be the criteria for determining absenteeism on a rolling year basis commencing with the first instance. Falling under any one of the following:

- 5 days or 3 instances within 3 months
- 7 days or 4 instances within 6 months
- 8 days or 5 instances within 9 months
- 9 days or 7 instances within 12 months

will be considered the start of the Company's determining absenteeism.

Any full time employee whose work exceeds more than 50% of their work day

H. Sick Bank**All Divisions**

The Company and Union will jointly establish a sick bank for employees who have a long term absence and have exhausted their sick bank, subject to administrative controls and procedures which will be developed and mutually agreed to by the Union and the Company.

I.**All Divisions**

Employees may use all of their accumulated sick time during a leave of absence under the Family Medical Leave Act for a serious medical condition for the employee. Employees may use up to one-half of their accumulated sick time for other reasons that qualify under the FMLA.

J.**Wellness Program****All Divisions**

The Company will reimburse employees a maximum of one hundred twenty-five dollars (\$125.00) per year for costs incurred by the employee for smoking cessation programs, weight loss programs, and health club memberships provided: a) such costs are not otherwise covered by health insurance plans or other discounts available to employees, and b) the employee submits adequate documentation.

XIV. WORKERS' COMPENSATION**All Divisions**

A. An employee who has been unavailable for work and receiving Worker's Compensation for a twenty four (24) month period shall thereafter pay the full cost of insurance premiums until such time that the employee returns to work.

B. Effective July 1, 1987, any employee who is unavailable for work and is receiving Worker's Compensation, the employee shall continue to pay the employee's share of Insurance premiums, Union Dues and any other miscellaneous deductions that were being made by the employee at the time of the injury. If the employee fails to make the appropriate payments to cover the deductions then the Company shall discontinue the benefits provided by the Company and, if applicable, terminate the employee.

XV. COURT ATTENDANCE AND JURY DUTY**All Divisions**

A. Employees attending court on Company business in the trial of cases shall be excused for the day and shall be paid wages and meal allowances as if engaged in their regular work subject to other provisions of this section.

B. All employees will contact the Company by telephone following their court attendance.

and leaves early because of an illness, will not be charged an instance, unless the employee does this more than twice in a twelve month period. The 3rd occurrence and any after this will be included for consideration in determining discipline.

D. An employee who is absent for more than four (4) working days shall furnish a doctor's release before returning to work unless the employee has not used a sick day for a period of one (1) year. An employee who is off for more than ten (10) working days shall furnish a doctor's statement detailing the illness and estimating a return date.

E. Sick leave pay shall be integrated with any Company financed insurance or disability so as to make a total of a full day's pay, with the employee's sick leave bank being charged only with the proportion of the day's pay that is not covered by the insurance.

Van

F. Van Division Employees in the active service of the Company who have had one (1) or more years of service shall be allowed paid sick leave of eight (8) days, with eight (8) hours pay per day, each year. Such sick leave shall be cumulative to the following:

- First Year of Contract - 65 Days
- Second Year of Contract - 72 Days
- Third Year of Contract - 79 Days
- Fourth Year of Contract - 86 Days
- Fifth Year of Contract - 93 Days

1. Van Division Employees who are absent and receiving Workers' Compensation benefits shall not accumulate sick leave after one (1) year of Workers' Compensation absence.

2. In the event that the Van Division employee is physically incapable of providing the doctor's statement, the Union and the Company will make arrangements to provide the above doctor's statement in a timely manner.

3. The Company recognized the importance of maintaining the confidentiality of the medical information required by this section.

G. Personal Days**All Divisions**

Employees shall be permitted to convert five sick days from their accumulated sick time to be used as personal days in accordance with the vacation policy and procedure. One of these personal days may be used annually in two four hour or half day increments.

D. Employees absent for thirty (30) calendar days or more may apply for a medical leave of absence. Such leave will automatically be granted for a period of up to sixty (60) calendar days upon submittal of adequate medical documentation of the employee's condition including the date the employee is expected to return to duty. Subsequent leave will be granted as necessary with the approval of the Company, normally in increments of sixty (60) calendar days, for a total period of absence of up to one (1) year. The benefits provided for in the Agreement will continue during this period of leave of absence.

E. Employees off duty because of sickness or injury must contact the Company once each week to report the status of their condition. Employees who fail to do so shall be discharged. The Company may excuse employees from the requirement if the employee's condition makes this requirement impossible or impractical. The Company will designate the proper person to be contacted by the employee.

F. An employee remaining completely unaccounted for during a continuous period of five (5) regularly scheduled work days shall be discharged. On the second day of absence without leave the Company will formally notify the Union of the employee's absence. This provision is not intended to reduce other disciplinary penalties for absence without leave affecting employees.

XVII. PART-TIME EMPLOYEES

A. General

1. In the event any full-time employees are to be laid off, the full-time employees shall be offered the opportunity to replace the part-time employees. Any full-time employees who accept a part-time position shall not have their recall rights diminished in any way.
2. Part-time employees are not eligible for paid leaves or other fringe benefits applicable to full-time employees except as specifically provided in this section.
3. Effective July 1, 1987, part-time employees who have completed one (1) full year of employment shall receive one (1) week vacation with pay based on the average weekly earnings of the employee.

B. City Division Part-Time

City

1. Effective with the contract beginning July 1, 1984, the Company may hire part-time employees in accordance with the following provisions:

C. For employees who have a court attendance on a regularly scheduled work day, and the period of time needed for the court attendance is less than five and one-half (5 1/2) hours, the Company will determine whether the employee can be excused from duty for the remainder of the day or be required to report for duty. In either case, the employee will be paid for all time on duty, including the court attendance, at the regular rates of pay or be paid the eight (8) hour guarantee, whichever is greater.

D. Employees who make a required court attendance on their day off may, at their individual option, request to be excused or to report for duty. Employees who report for duty will be paid for the time required to make the court attendance and any time worked with a guarantee of eight (8) hours pay at the appropriate rate. Employees who request to be excused will be paid for the time required to make the court attendance at the appropriate rate.

E. Unless otherwise excused, employees will wear the Company uniform while making the court attendance. Full Time Employees while engaged in jury service on regularly scheduled work days shall receive from the Company the difference in the amount paid by the State for such jury service and their eight (8) hour daily or forty (40) hour weekly basic pay.

XVI. LEAVE OF ABSENCE

All Divisions

A. Upon written application employees may, at the discretion of the Company, be granted a reasonable leave of absence without pay for a period not to exceed thirty (30) days in any calendar year. Such leave of absence may, at the discretion of the Company, be extended for an additional period of thirty (30) days or less upon written application by the Union for such extension made at least five (5) days prior to the expiration of the leave granted. Seniority shall continue to accrue during any leave of absence granted in accordance herewith.

B. When a leave of absence is requested by an employee because of a death in the immediate family (confined to mother, father, spouse, brother, sister and children, step-mother, step-father, step-children, step-brothers and step-sisters and adopted children, grandfather, grandmother, grandchildren, father-in-law, and mother-in-law.) such employee shall be paid for eight (8) hours at his or her regular rate for three (3) regularly scheduled work days lost because of arranging for or attending the funeral. No such payments shall be made for such days as fall on an employee's regularly scheduled day off, on a paid holiday, or during vacation. Employees may use one (1) paid sick day from their accumulated sick time as a paid leave of absence arranging for or attending the funeral of an aunt or uncle.

C. In addition to the leave of absence provision defined herein, the Company will grant leave as mandated by state or federal law.

9. Part-time employees shall be paid a percentage of the top rate of the classification in which they work according to the following table:

Years of Service*	Hired On Or Before July 1, 1987**	Hired After July 1, 1987!!
0-1	70%	70%
1-2	75%	75%
Thereafter	80%	75%

*Refers to years of service in City transit.

**Refers to date hired by RTA Transit Services, Inc.

The percentages provided in this section shall not be applied to rates for bus Operators or for classifications listed in Subsection VII, C, 1. which include the prefix "Part-Time" in the name of the classification.

10. Part-time Operators shall be provided one (1) pair of trousers, two (2) shirts and one (1) blazer in the first year of employment and one-half of the full-time Operator's uniform allowance per year thereafter.

11. Part-time Garage Helpers shall be provided one (1) set of laundered work clothes per week.

12. Part-time employees shall be paid only for their time worked. Part-time employees are not eligible for time or pay guarantees.

13. Part-time employees shall be provided a transportation pass for their personal use only.

14. Part-time Operators shall be assigned to new work only. For purposes of this Agreement, new work is defined as additional service which is not operated by RTA Transit Services, Inc. as of May 1, 1987.

Part-time Operators shall pick A.M. and P.M. pieces of work of four and one half (4 1/2) hours or less. IN ADDITION, they may perform work refused by available full-time Operators.

15. Part-time Operators shall pick work according to seniority on the part-time employees list.

16. Part-time Garage Helpers shall perform work as assigned and as defined in Section VII, D of the contract.

2. This part-time employee section of the contract is all inclusive, and part-time employees shall be covered by only those provisions specifically provided for herein, specifically indicated in other sections of the agreement or as required by Federal or applicable State law.

3. Part-time employees shall be covered by those sections of the contract covering Union recognition, Union membership probationary period, and grievance and arbitration procedures.

4. Retired employees of the Company will be given first consideration to fill the part-time employees' positions. Such retirees shall be paid at top rate of the part-time employees' position and shall not be subject to the part-time employees' progression.

5. No full-time Operators or Garage Helpers shall be laid off as a result of the use of part-time employees. The current level of total maintenance department employees shall be maintained in order to hire and retain part-time Garage Helpers. The full-time Operators seniority list shall be maintained at 106 in order to hire and retain part-time Operators.

In the event of a reduction in funding, requiring the reduction of service provided by RTA Transit Services, Inc., it is agreed that the minimum full time employment numbers as detailed in this section will be re-evaluated in the best interests of the entire organization and its employees.

6. Effective July 1, 1987, the number of part-time Operators shall not exceed four (4); effective July 1, 1988, the total number of part-time Operators may be increased to eight (8); effective July 17, 1989, the total number of part-time Operators may be increased to twelve (12). In each of the (five) years of the contract, the number of part-time employees may be increased to a number as mutually agreed to by the Company and the Union.

7. Effective for the period beginning January 1, 1986, the number of part-time Garage Helpers shall not exceed one (1) person. Effective for the period beginning January 1, 1987, one (1) additional part-time Garage Helper may be hired if mutually agreed by the Company and the Union.

8. Effective July 1, 1987, the Company shall be permitted to hire two (2) part-time traffic checkers. The traffic checkers shall work no more than twenty-five (25) hours per week.

17. Part-time Operators shall not regularly work in excess of twenty-four (24) hours per week and part-time Garage Helpers shall not regularly work in excess of four (4) hours per day or twenty (20) hours per week. The part-time Garage Helpers shall not fill overtime work normally offered to full-time maintenance department employees.

18. Effective July 1, 1990, the additional part-time positions of "Tireman" and "Parts Clerk" shall be added to the contract.

C. Community Part-Time

Community

1. The Company may hire any number of part time employees based on service demands as required by the Worcester Regional Transit Authority. The Company must make every effort to maximize the number of full time employees assigned in the scheduling of runs.
2. Holidays-Part time employees will be subject to the Section IX, Holidays, as applicable to full time employees.

D. Community and Van Part-Time

Community & Van

1. Part time employees shall be give three (3) days leave with pay for a death in the immediate family. The immediate family is defined in Section XII, Paragraph B.
2. Part time employees are not eligible for paid leaves or other fringe benefits applicable to full time employees except as specifically provided in this section, as specifically indicated in other sections of the agreement, and as required by Federal or applicable State law.

E. Van Part-Time

Van

1. The Company may hire any number of part time employees based on service demands as required by the Worcester Regional Transit Authority.
2. Part time employees shall receive holiday pay for one (1) holiday per year.
3. Part time employees who work on the following holidays will receive time and one half (1 1/2) for all hours worked:

New Years	Memorial Day
Independence Day	Labor Day
Thanksgiving	Christmas